

SECTION 12.35 HOURS OF WORK

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Article VIII of each bargaining agreement determines the employee's work schedule, whether overtime is applicable, the method of compensation for working overtime, rest and meal periods, shift differential, standby, and call back time.

Work Schedules

All agreements allow management to establish or make permanent changes to work schedules. Provisions vary between agreements, but each requires a specified period of notice before permanent work schedule changes are made. Supervisors may make temporary work schedule changes to adjust for unusual circumstances such as sudden workload changes or the need to cover for an absent worker. Temporary changes cannot be made for the sole purpose of avoiding the accrual of compensatory leave or the payment of overtime.

The agreements do not guarantee a minimum number of hours of work during any work-day or pay period.

Overtime

For eligible AFSCME employees, overtime accrues after an employee has more than 40 hours paid time in a workweek. (Some specific job classes in the Patient Care bargaining unit have overtime calculated after 80 hours in pay status in a pay period; see the Professional Fiscal and Staff appendix for overtime eligibility language for job classes covered by that appendix.) Eligible employees may not waive their rights to overtime benefits by volunteering to work additional hours in a workweek or pay period either at the work location or at home.

The method for determining overtime compensation varies in the UE/IUP and SPOC agreements, and may be different depending on the job class. Refer to the applicable agreement

Supervisors are not obligated to provide overtime opportunities to employees. Performance of work outside of the employee's scheduled hours must be assigned by the supervisor and approved in advance. The Fair Labor Standards Act (FLSA) requires that covered employees may not work overtime without reporting it. If this occurs, a back pay liability may result. If an employee works unauthorized overtime, the overtime must be paid. An employee may be disciplined, however, for working unauthorized time.

The AFSCME agreement provides a detailed listing of the time to be counted in determining when an employee has accumulated forty (40) hours in a workweek. Certain positions covered by the AFSCME agreement also have unique methods of determining eligibility for overtime compensation.

All agreements have provisions that limit the amount of compensatory leave that can be accrued and require that employees use accrued compensatory leave within certain time periods. Unused compensatory leave at the end of that period or above that limit must be paid off at the employee's current rate of pay. Supervisors should make every effort to hold overtime and compensatory leave to a minimum and to insure that employee timesheets accurately reflect all time worked.

Rest and Meal Periods

The administration of rest breaks and meal periods varies in the agreement. The following provisions are common to all agreements.

- Employees shall not use meal or rest periods to shorten the workday.
- Employees shall not take breaks in less than fifteen (15) minute increments; for example: three five minute breaks.

- Employees are generally entitled to two fifteen (15) minute uninterrupted rest breaks and one thirty (30) minute uninterrupted meal period during an eight (8) hour work day. Exceptions are covered in the specific agreements.
- Employees are generally not allowed to combine rest breaks and meal periods. Exceptions are covered in the specific agreements.
- Where a practice of allowing employees to occasionally combine rest breaks and meal periods between 11:00 a.m. and 1:30 p.m. has occurred the practice must continue. This practice requires additional monitoring by the supervisor so that break(s) are not also taken. This practice should not be started elsewhere.

Shift Differential

The agreements are silent on whether an employee is entitled to shift differential payments while on leave. The policy, however, has been established through past practice that shift differential shall continue while an employee is on approved leave.

Call Back Pay

AFSCME- and IUP-covered employees receive a minimum of three (3) hours of compensation when called back to work after a regular shift. If an employee does not actually work three (3) hours after being called in, the employee may be called in again within the original three (3) hours of the first call without incurring an additional three (3) hour minimum. If the employee had been in standby status prior to being called in, the standby pay stops for the three (3) hour period following the call back and for any time actually worked. SPOC-covered employees, except Park Rangers and Special Agents, receive a minimum of two (2) hours of compensation when called back to work outside of their regular shift.